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for the purpose of establishing an amusement park thereon for colored people; the corporation knowing of the covenant in the deed at the time of purchasing. Held, in an action to cancel the deed to the amusement park and enjoin the sale, that the transfer to the corporation composed of negroes for the purpose stated was not a breach of the covenant that the land should never vest in "colored persons," even though all the members and stockholders of the corporation were negroes, since the corporation was an entity distinct from its members, and was not a "colored person" within the covenant.

BANKERS' LOAN & INVESTMENT CO. v. SPINDLE.

Sept. 10, 1908.

[62 S. E. 266.]

1. Brokers—Contract for Services—Performance—Right to Commissions.—Plaintiff procured a purchaser for certain of defendant's property at \$6,100, the price fixed, payable \$100 earnest money, \$400 on delivery of the deed, and 56 notes each for \$100, payable monthly, to be executed by the purchaser, complainant to receive for his services \$305 to be paid out of the last three of the notes so given. The purchaser paid the earnest money on the execution of the contract, but refused to accept a deed until certain defects in the title were cured. Defendant insisted that the title was good, and refused to remove the alleged defects, though the purchaser was financially responsible, was acting in good faith and anxious to obtain a good title. Defendant, admitting the validity and enforceability of the contract, permitted the purchaser to rescind, and return to him the earnest money, without complainant's consent. Held, that complainant was entitled to the contract commissions.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Brokers, § 92.]

2. Same—Interest.—Where a broker was only entitled to commissions out of the last three of a series of notes to be given by the purchaser for the property which were to be executed as of September 1, 1902, and would mature on the first days of July, August, and September, 1907, the broker on his principal's failure to complete the contract was only entitled to recover interest on the contract commissions from August 1, 1907.

NORTON COAL CO. v. MURPHY.

Sept. 10, 1908.

[62 S. E. 268.]

1. Master and Servant—Mines—Injury to Servant—Place to Work.—Where defendant's mine foreman, whose duty it was to inspect the mine, had been notified that the roof of the haulway where plaintiff